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(202) 682-3500

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NINE QUEEN'S ROAD CENTRAL
HONG KONG
(852) 845-8989

SCITE TOWER, SUITE 708
22 JIANGUOMENWAI DAJIE
BEIJING
PEOPLE'S REPUBLIC OF CHINA
(861) 512-4755

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NEW YORK (212) 836-8689
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AUG 10 1993

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

August 10, 1993

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Re: MM Docket No. 93-178
Howard B. Dolgoff
(File No. BPH-911223ME)

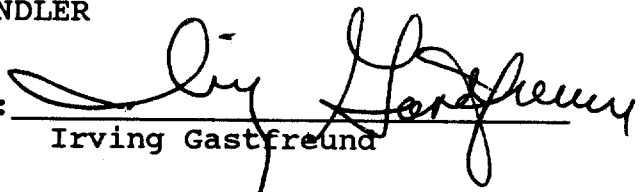
Dear Mr. Caton:

Submitted herewith for filing, on behalf of our client, Howard B. Dolgoff, an applicant in the above-referenced comparative hearing proceeding (MM Docket No. 93-178), are an original and six (6) copies of his Petition To Enlarge Issues in the proceeding. Kindly refer this submission to Administrative Law Judge John M. Frysiak.

Please direct any inquiries concerning this submission to the undersigned.

Respectfully submitted,

KAYE, SCHOLER, FIERMAN, HAYS &
HANDLER

By: 
Irving Gastfreund

Enclosures

DOC #12088214

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At 6

Federal Communications Commission AUG 10 1993

WASHINGTON, D.C. 20554

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In re Applications of)	MM Docket No. 93-178
HOWARD B. DOLGOFF and)	File No. BPH-911223ME
MARK AND RENEE CARTER)	File No. BPH-911224MD
For a Construction Permit For a)	
New FM Radio Station on Channel)	
292A in Miramar Beach, Florida)	

TO: Administrative Law Judge John M. Frysiak

PETITION TO ENLARGE ISSUES

HOWARD B. DOLGOFF ("DolgoFF"), by his attorneys, pursuant to Section 1.229(b) of the Commission's Rules, hereby respectfully petitions for the enlargement of issues in this proceeding to include site availability, site misrepresentation, financial qualifications, financial misrepresentation and abuse of process issues, and related character qualifications issues, against Mark and Renee Carter (the "Carters").¹ In support whereof, it is shown as follows:

I. Site Availability/Site Misrepresentations Issues

¹ This Petition is timely because it is being filed within 15 days following the date (i.e., July 26, 1993), of receipt from the Carters of their Standard Document Production in this proceeding, and within 15 days of the date (i.e., July 26, 1993) following the submission by the Carters of those pleadings which form the basis for DolgoFF's abuse of process issue request.

On July 26, 1993, the Carters produced for Dolgoff documents pursuant to Section 1.325(a) of the Commission's Rules (the standardized document production). Under Section 1.325(a)(1)(vi) of the Commission's Rules, the Carters were to have produced "all documents relating to the applicant's proposed transmitter site."

Annexed hereto as Exhibit 1 are photocopies of the only documents produced by the Carters in response to Section 1.325(a)(1)(vi) of the Commission's Rules. The document in question consists of an option agreement between the Carters and the owners of the transmitter site proposed in the Carters' application (Gregory C. Meyer and Gloria J. Meyer). However, the date of that agreement is May 1, 1992 -- i.e., over four months following the date (i.e., December 24, 1991) on which the Carters filed their above-captioned application with the Commission.

Since the Carters did not produce any other written agreement with the site owners of their proposed transmitter site in response to the standard document production order, one must presume that no such other documents existed. If no other documents existed, one must presume that there was no "meeting of the minds" between the site owners and the Carters with respect to the particular terms under which the property would be made available for use as a transmitter site, until May 1, 1992. In this connection, it should be noted that the terms of the

understanding between the site owners and the Carters are most detailed.

Based on all the foregoing, a substantial and material question of fact warranting evidentiary inquiry exists as to whether the Carters had reasonable assurance of the availability of their proposed transmitter site at the time that they certified, in their application (FCC Form 301, Section VII, ¶ 2-3) that they did, indeed, have reasonable assurance of the availability of their proposed site. Before an applicant may validly represent to the Commission that it has "reasonable assurance" of the availability of a site, it must have received a clear indication from the owner of the site or its agent that the owner would be willing to make the site available to the applicant for use as a site. Although reasonable assurance may be acquired in a number of ways, there must be at least a "meeting of the minds" on the underlying terms, resulting in some firm understanding as to the site's availability. Adlai E. Stevenson IV, 5 FCC Rcd 1588, 1589 (Rev. Bd. 1990); Progressive Communications, Inc., 61 RR 2d 560, 563 (Rev. Bd. 1986). While a legally binding written agreement is not necessary to obtain reasonable assurance, a "mere possibility" that a site will be available will not suffice. William F. and Anne K. Wallace, 49 FCC 2d 1424, 1427 (Rev. Bd. 1976). In Dutchess Communications Corp., 101 FCC 2d 243, 253 (Rev. Bd. 1985), the Review Board stated:

"An applicant cannot merely have vague discussions with a site owner, negotiate no bona fide arrangement, and earnestly represent 'reasonable assurance' of that site... Although no formal written agreement is necessary, the Commission has long held that some firm understanding is essential."

Where a landowner or its agent imposes a specific condition or set of conditions on its approval of site availability, those conditions must be satisfied before reasonable assurance can exist. See Lee Optical and Associated Companies Retirement and Pension Funds Trust, 2 FCC Rcd 5480, 5483-85 (Rev. Bd. 1987); South Florida Broadcasting, Inc., 99 FCC 2d 840, 846 (Rev. Bd. 1984).

In light of the facts set forth above, a substantial and material question of fact exists as to whether there was a "meeting of the minds" existed as of the date of certification of site availability by the Carters in their application, with respect to the terms and conditions under which the site owners would be willing to make their property available to the Carters for use as a transmitter site. Based on the foregoing, a site availability issue should be designated against the Carters. Moreover, since a substantial and material question of fact exists as to whether the Carters had the requisite factual basis upon which to certify that they did, in fact, have reasonable assurance of site availability, a site misrepresentation issue should also be designated against the Carters, as well as an issue to determine whether, in light of the foregoing issues, the

Carters have the requisite basic qualifications to be Commission licensees.

II. Financial Qualifications Issue

On July 26, 1993, in response to the standard document production order, and in response to the requirements of Section 1.325(a)(1)(v) of the Commission's Rules, which requires that copies of all bank letters be produced for opposing applicants, the Carters produced for Dolgoff the two documents set forth as Exhibit 2 hereto. The first of those documents is a copy of a December 12, 1991 letter to Mark Carter from Joe R. Miller, Vice President of AmSouth Bank, in which Mr. Miller merely expresses his interest in discussing further with Mr. Carter the possible financing of the Carters' Miramar Beach station. That letter, obtained by the Carters prior to the filing of their application, contains no specific information which would support the Carters' certification, in Section III of their application, that they had reasonable assurance of the availability of financing for their proposed station. More specifically, the December 12, 1991 letter does not provide the proposed terms of a loan (i.e., interest rate, amount of loan, collateral requirements, repayment term, etc.).

The only other bank letter supplied by the Carters in response to the standard document production order was a copy of the annexed July 23, 1993 letter to the Carters from an Assistant

Vice President of AmSouth Bank. The July 23, 1993 letter (a copy of which is attached) contains particular terms and conditions, but also contains language that appears to be a mere accommodation to the Carters -- i.e., language that AmSouth Bank of Florida was, on December 12, 1991, willing to make available up to \$250,000 to the Carters for the purpose of constructing and operating their proposed station. The July 23, 1993 letter appears to be an accommodation to the Carters by stating that the bank would have been willing in 1991 to make a loan to the Carters on the terms set forth in the July 23, 1993 letter.

However, it is clear that the specific terms and conditions set forth in the July 23, 1993 letter were not set forth in writing for the Carters prior to the filing of their application. Nor is there any indication by the Carters that they are willing or able to comply with the specific terms and conditions set forth in the July 23, 1993 letter. Under these circumstances, a substantial and material question of fact exists as to whether, as of the date that they certified as to their financial qualifications in their application, the Carters had a committed source of funds to construct their proposed station and to finance operations for three months without additional funds. It should be noted, that under Instruction B for completion of Section III of FCC Form 301, the Commission cautions applicants that, in certifying as to their financial qualifications, "the applicant is also attesting that it can and will meet all

contractual requirements, if any, as to collateral, guarantee, guarantees, donations and capital investments." Clearly, the Carters could not have properly certified to this fact in December 1991 if they had no specific and detailed information as to the terms and conditions which were not set forth in writing for them until July 23, 1993.

Based on all the foregoing, designation of a financial qualifications and associated basic qualifications issue against the Carters is warranted. Furthermore, based on all the foregoing, a substantial and material question of fact exists as to whether the Carters have misrepresented, in their application, facts as to their financial qualifications. Therefore, designation against the Carters of a financial misrepresentation issue is also warranted. See Scioto Broadcasters, 5 FCC Rcd 5158, 5160 (Rev. Bd. 1990). Here, as shown above, no such bank letter setting forth the specific terms and conditions of the contemplative loan appears to have existed prior to July 1993.

III. Abuse of Process Issue

Filed contemporaneously herewith by Dolgoff are his Opposition To Contingent Motion To Enlarge Issues and his Opposition To Countermotion For Partial Summary Decision. As shown therein, the Carters have repeatedly filed frivolous and vexatious pleadings and charges in this proceeding against Dolgoff, without any basis in law or in fact for many of the

Carters' claims. The Commission's processes were not intended to be misused in such a fashion. Accordingly, designation of an abuse of process issue against the Carters is warranted. See Abuses of the Commission's Processes, 2 FCC Rcd 5563 (1987).

IV. Discovery

Both the burden of proceeding and the burden of proof on the requested issues should be placed on the Carters, under Section 309 of the Communications Act and Section 1.254 of the Commission's Rules. See Modesto Broadcast Group, 5 FCC Rcd 4674, 4675 n. 3 (Rev. Bd. 1990). Moreover, if the requested issues are added, the Carters should be required to produce for Dolgoff any and all documents not previously produced which relate to their site certification, or their financial qualifications, or which were relied upon by them to support the allegations which Dolgoff has shown are frivolous.

Respectfully submitted,

HOWARD B. DOLGOFF

By: 

Irving Gastfreund

Kaye, Scholer, Fierman, Hays &
Handler
The McPherson Building
901 15th Street, N.W., Suite 1100
Washington, D.C. 20005

His Attorneys

August 10, 1993

Exhibit 1

RECEIPT FOR DEPOSIT — OFFER TO PURCHASE — CONTRACT FOR SALE
EMERALD COAST ASSOCIATION OF REALTORS
of South Okaloosa-Walton Counties, Inc.



FOR USE BY MEMBERS ONLY

COPY

RECEIPT is hereby acknowledged for SEAGROVE ON THE BEACH REALTY, INC. DATE 5/1/92
a Licensed Real Estate Broker, hereinafter called REALTOR.
BY: DAVID KRAMER NAME OF AGENT
THE SUM OF ONE THOUSAND FIVE HUNDRED (\$ 1,500.00) check ☒ cash ☐ other ☐
as an earnest money deposit (EMD)
FROM: MARK & RENEE CARTER hereinafter called Buyer
on account of offer to purchase the property of MR & MRS. Gregory Meyer hereinafter called Seller.
Said property situated in County of Walton State of Florida.
Address: EAST OF MACK BAYOU Rd.
Legal Description: EAST 528' of Lot 27, Sec. 27, T2S, R21W

PURCHASE PRICE.....\$ 80,400.00
*PLUS ESTIMATED CLOSING COSTS.....\$ 600.00
EQUALS ACQUISITION COSTS (FHA Only).....\$ —
PLUS VA FUNDING FEE, FHA MIP OR PMI.....\$ —
PLUS PRE-PAID ITEMS, EXCLUSIVE OF PREPAID INTEREST.....\$ —
EQUALS TOTAL TRANSACTION PRICE.....\$ 81,000.00
LESS (FHA/VA/CONV) MORTGAGE LOAN.....\$ —
LESS ESTIMATED MTG. BALANCE TO BE ASSUMED.....\$ —
**LESS DEFERRED PAYMENTS TO SELLER.....\$ 64,320.00
EQUALS ESTIMATED TOTAL CASH REQUIREMENTS.....\$ 64,320.00
LESS EMD RECEIVED. (1st Year Lease Pymt.).....\$ 1,500.00
LESS ADDITIONAL EMD ON OR BEFORE.....\$ —
EQUALS ESTIMATED BALANCE DUE AT CLOSING.....\$ 63,380.00

**Deferred Pmts
Seller to finance \$64,320
for 10 years @ 10% with
Buyer making 120 equal m
thly payments of \$850.00
Note to be secured by a
mortgage. No penalty for
pre payment.

\$ — Estimated Monthly Payment
• 10 % 10 Yrs.

*1. a. DISCLOSURE: At such time as this transaction is closed, certain sums may be required from the buyer in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction. Checked are those items which may be payable pursuant to the contract which you are about to sign. The estimated total of these closing costs and prepaid items to be paid by Buyer (not including prepaid interest) is approximately: \$ —

	To Be Paid By Seller	To Be Paid By Buyer		To Be Paid By Seller	To Be Paid By Buyer		To Be Paid By Seller	To Be Paid By Buyer
Appraisal Fee			Lender's Charges			Discount Points, Mortgage		
Credit Report			Transfer Fee, Mortgage			VA Funding Fee		
Survey	X		Doc/Assmt., Tax Stamps	X		MIP/PMI		
Termite Inspection			Doc Recording Fee		X	Escrow, Taxes, Ins., Etc.		
Home Warranty			Mtg. Note, Doc Stamps		X	Hazard Insurance		
Real Inspection			Mtg. Intangible Tax		X			
Owner's Title Insurance	X		Mtg. Recording Fee		X			
Mtgs's Title Insurance			Origination Fee, Mortgage					

b. SEPARATE DISCLOSURES: Buyer acknowledges receipt of a separate disclosure of agency, agency compensation and radon gas.

2. PRORATIONS: All tax assessments for the current year, other assessments, rentals, monthly mortgage insurance premiums, and interest on existing mortgages (if any) shall be pre-rated as of the date of closing. If purchase price includes the assumption of a mortgage with funds in escrow for payment of taxes, insurance, association fees or other charges, the Buyer agrees to reimburse the Seller for said escrow funds assigned to Buyer at closing, with all mortgage payments to be current at the time of closing. (If taxes and other items are not to be pre-rated, specify agreement as to such items.)

STANDARD

3. IF LOAN BEING APPLIED FOR: Buyer will make prompt, diligent, and continuing efforts to qualify for said mortgage including furnishing the mortgage company all requested information, affidavits, instruments, statements, etc. incidental to qualifications. After a reasonable time if Buyer is unable to qualify, he shall be refunded his earnest money deposit less all cost incurred on his behalf such as credit report, phone calls, appraisal fee, etc. and all parties shall be relieved of all responsibilities under this contract. A financing addendum has been attached to this contract.
4. EVIDENCE OF TITLE: It is recommended that the Buyer obtain for his protection a title insurance policy or an attorney's opinion of title. The Seller is under no obligation to furnish at his expense either an abstract of title, abstract continuation, or title insurance policy unless he so agrees.
5. EXAMINATION OF TITLE: The Buyer shall have 15 days from receipt to examine evidence of title. In the event examination proves the title to be unmarketable, the Seller shall have a reasonable period of time within which to cure the designated defects in the title that render the same unmarketable. The Seller hereby agrees to make every diligent effort to clear the title defects. Upon being cured and notice of the fact being given to the Buyer, this transaction shall be closed within 15 days of delivery of notice or as specified in para 12. Upon Seller's failure to correct the unmarketability of the title, at the option of the Buyer, the Seller shall deliver the title in its existing condition. Otherwise the REALTOR, or the Seller, holding the herein mentioned earnest money deposit shall return the same to the Buyer upon demand and shall return the evidence of title to the Seller and all rights and liabilities on the part of the Buyer arising hereunder shall terminate. In the event the Seller is able to furnish a title insurance binder or other evidence of the marketability of title without exceptions other than normal utility assessments, current taxes, etc., this shall be proof of the marketability of title and Buyer shall accept said title.
6. CONVEYANCE: Conveyance of title shall be by Warranty Deed; Conveyance of leasehold shall be by Assignment. Conveyance shall be free and clear of all encumbrances and liens of whatsoever nature, except as herein otherwise provided.
7. IF NEW HOME TO BE BUILT: The Seller agrees to cause said dwelling to be completed and ready for occupancy by the Buyer within 11/1 months from the date of the contract, weather permitting. In the event said dwelling is not completed within the time above specified, the Seller or the REALTOR shall, at the option of the Buyer, refund, to the Buyer the aforementioned earnest money deposit and this contract shall thereupon be null and void. The contract price includes costs of construction loan financing. The Seller agrees to pay any special assessments for improvement bonds on the real property herein described including those payable in the future, for improvements included in the plans and specifications on file. All fees for special assessments or improvement bonds otherwise incurred or imposed shall be paid for by Buyer. It is agreed the final compliance inspection report shall constitute sufficient evidence of completion of the building and other improvements specified in the plans. Insulation has been or will be installed in the new residence per specifications provided by the builder.

8. **INSPECTIONS:** All heating, air conditioning, electrical, plumbing, appliances and other: _____ shall be in working order at the time of closing. Buyer shall satisfy himself as to the normal working order of these items prior to closing.
9. **SURVEY:** If the Buyer desires a survey, the property shall be surveyed at SELLER expense prior to closing. If the survey shows an encroachment, the same shall be treated as a title defect.
10. **NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES** of any nature whatsoever which are not herein expressed have been made by any party hereto or their representatives. This contract is the only agreement between the parties. Both the Buyer and Seller acknowledge that any other statement, oral or written, is not a material representation on which this contract is based. The Multiple Listing Service (MLS) data should not be relied upon.
11. **OCCUPANCY** will be given BUYER on CLOSING. If Buyer takes occupancy before closing, or Seller continues occupancy after closing, it shall be by separate agreement.
12. **CLOSING:** This transaction shall be closed approximately SEE ADDENDUM. TIME MAY BE MADE THE ESSENCE of this contract by notice in writing, stipulating a reasonable time for further performance. Any notice necessary under this agreement may be sent by mail to the last known address of the party to be notified.
13. **TERMITE CLAUSE:** Within N/A days after the date of this agreement at N/A expense, the Buyer shall have the right to have the property inspected by a Florida Certified Pest Control Operator to determine if there is any active termite infestation or visible existing damage from termite infestation in the improvements. ("Termite") shall be deemed to include all wood destroying organisms required to be reported under the Florida Pest Control Act. If either or both are found, Seller shall pay all costs of treatment and repair of said improvements which have been damaged. PROVIDED, HOWEVER, in the event costs to be incurred are more than two percent (2%) of purchase price, the Seller may declare this agreement null and void and all monies deposited will be refunded, or the Seller may offer to convey said property in its present condition with the price reduced by the estimated costs to be incurred. In the event the Buyer refuses to accept said property in its present condition with the purchase price reduced by the estimated costs to be incurred, then the Buyer shall so notify the Broker and Seller, in writing, within N/A days of the offer, and this agreement will be considered null and void and all monies will be refunded. Otherwise, the same shall be in full force and effect.
14. **ROOF CLAUSE:** Within N/A days after the date of this agreement, at Buyer's expense, Buyer shall have the right to have the roof inspected by a licensed roofer or licensed general contractor to determine whether there is visible evidence of leaks or damage (including fascia and soffit). If either or both are found, Seller shall pay all costs of repairs to said roof. PROVIDED, HOWEVER, in the event the costs to be incurred are more than two percent (2%) of the purchase price, the Seller may declare this agreement null and void and all monies deposited will be refunded; or the Seller may offer to convey said property in its present condition with the purchase price reduced by the estimated costs to be incurred. In the event the Buyer refuses to accept said property in its present condition with the purchase price reduced by the estimated costs to be incurred, then the Buyer shall so notify the Broker and Seller, in writing, within N/A days of the offer, and this agreement will be considered null and void and all monies will be refunded, otherwise, the same shall be in full force and effect.
15. **HOME WARRANTY:** The Buyer has been offered a Home Warranty Policy. The Buyer (accepts/declines) this coverage. The premium for this protection is to be paid by the (Buyer/Seller). (Agent/Subagent) (will/will not) receive compensation.
16. **FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified (including payment of all deposits hereunder), the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon Buyer and Seller shall be relieved of all obligations under Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
17. **PAYMENT OF EXPENSES:**
a. If this transaction fails to close through no fault of Seller, all loan and sales processing and closing costs incurred, whether the same were to be paid by Seller or Buyer, shall be the responsibility of Buyer, and the costs shall be deducted from the binder deposit. (This shall include but not be limited to: the transaction not closing because Seller elects not to make a mortgage loan to Buyer after evaluating Buyer's credit, employment and financial information; Buyer is unable to obtain the required third party financing as provided for in this Agreement; or Buyer breaches this Agreement.)
b. If this transaction fails to close through no fault of the Buyer, all loans and sales processing and closing costs incurred, whether the same were to be paid by Seller or Buyer, shall be the responsibility of Seller; and Buyer shall be entitled to the return of the binder deposit. (This shall include but not be limited to: the transaction not closing because Seller is unable or unwilling to complete the transaction for a qualified Buyer; the property does not appraise for an amount sufficient to enable the lender to make the required loan; Seller cannot deliver a marketable title; or Seller breaches this agreement.)
18. **ATTORNEY FEES OR COSTS:** In any action arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
19. **TYPED/WRITTEN OR HANDWRITTEN PROVISIONS** inserted in this form shall supersede any and all printed provisions in conflict therewith.

See ADDENDUM - ATTACHED

Subject to Buyer Attorney Review & Approval.

20. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this contract, the breach of this contract or the services provided in relation to this contract shall be submitted to mediation in accordance with the Rules and Procedures of the HomeSellers/Homebuyers Dispute Resolution System. Disputes shall include representations made by the Buyer, Seller or any Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this contract pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

By initialing in the place below, you hereby acknowledge that you have received, read and understand the standard announcement brochure for the HomeSellers/Homebuyers Dispute Resolution System and agree to submit disputes as described above to mediation.

Buyer's Initials

Seller's Initials

[Signature] ix

[Signature] 1, 2, 3

TIME FOR ACCEPTANCE; EFFECTIVE DATE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before MAY 10, 1997, the deposit(s) will, at Buyer's option, be returned to Buyer and the offer withdrawn.

The date of this contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.

WITNESS:

[Signature]

BUYER (two) have read this contract and are signing it.

[Signature] (SEAL)

[Signature] (SEAL)

I, (we), agree to sell the above mentioned property to the above named Buyer or his/her nominee on the terms and conditions stated in the above instrument and by the signature attached on the 18 day of MAY, 19 92 signify our acceptance and approval of the proposed sale.

WITNESS:

[Signature]

SELLER: I (we) have read this contract prior to signing it.

[Signature] (SEAL)

[Signature] (SEAL)

ADDENDUM

This Addendum is entered into on the dates below written by and between Mark Carter and wife, Renee Carter (hereinafter referred to as Buyer) and Mr. and Mrs. Gregory Meyer (hereinafter referred to as Seller) and the parties agree as follows:

1. Buyer shall be entitled to lease the subject property from Seller for a period of one year from the date of execution of this agreement at a rental rate of \$1,500.00 per year. Buyer shall have the right to renew this lease for four additional one year terms at the same \$1,500.00 annual rental rate. Buyer shall notify Seller in writing at least 30 days in advance of the termination of each rental term of his intent to renew the lease for an additional one year term. If Buyer exercises his option to purchase the subject property then the total amount of lease payments paid to Seller during the lease terms shall be applied and credited towards the purchase price.

2. During the term of the lease described above or any other renewal or extension thereof, Buyer shall have the exclusive option to purchase the subject real property on the terms and conditions set forth in the purchase agreement to which this Addendum is attached. Buyer shall exercise this option to purchase by providing Seller and Seller's real estate broker/agent with written notification of his intent to exercise this option to purchase. The sale of the real property shall then close within sixty days of the date that Buyer gives Seller written notice of his intent to exercise this option to purchase. If Buyer chooses not to exercise this option to purchase, then he shall deliver written

MAC CRC

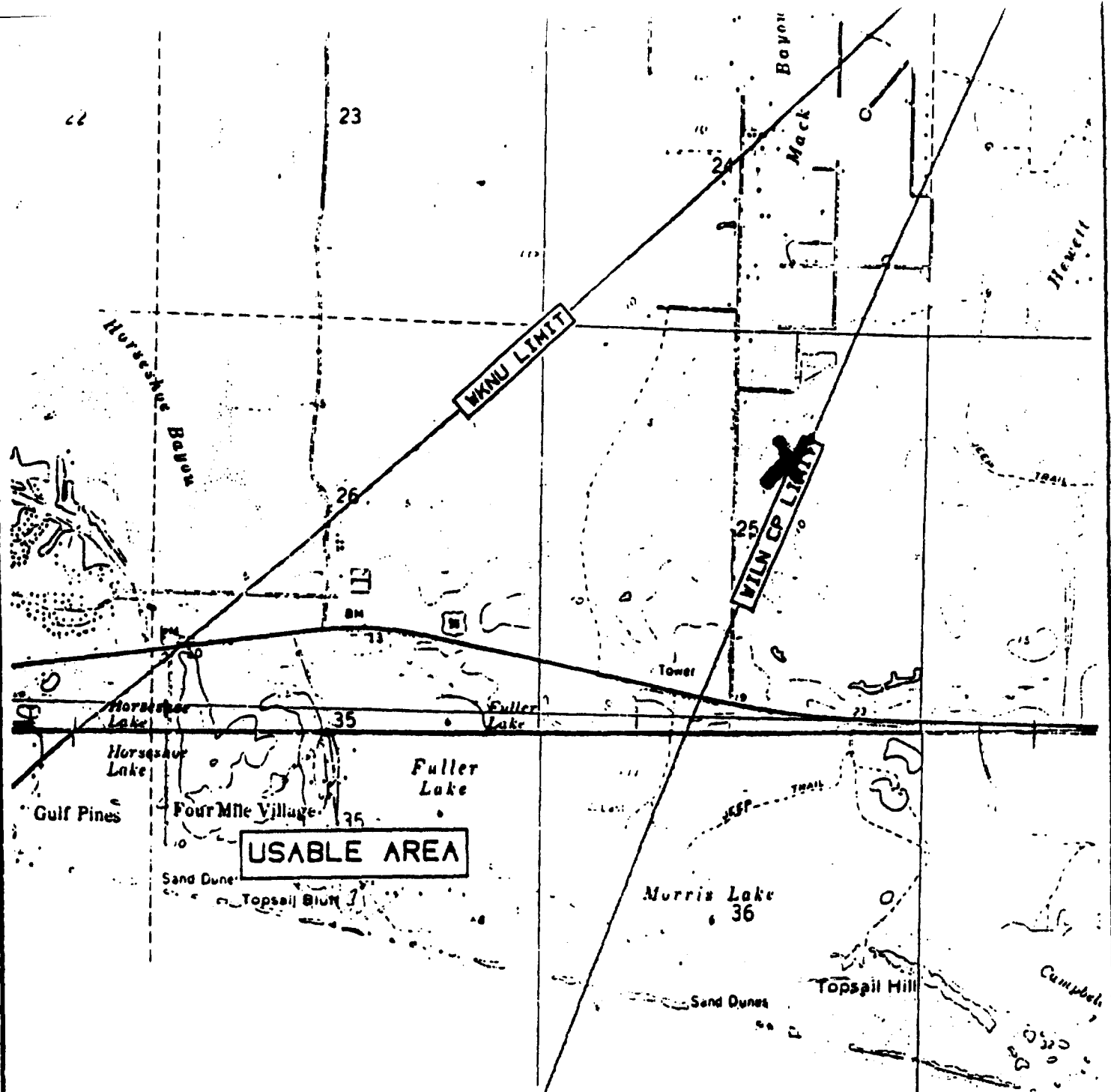
notice to Seller of his intent to not exercise this option and within 10 days of the date of said notice, Seller shall refund to Buyer all monies that Buyer has paid to Seller as and for rental payments.

3. The parties acknowledge that Buyers are planning on using the subject real property as a radio tower site and that Buyers anticipate requiring approximately 3.5 to 4 acres of land for this purpose. The \$80,400.00 purchase price is based upon Buyer purchasing four acres at \$20,100.00 per acre. If Buyers determine that they will not require the full four acres, then they shall be entitled to purchase less than the full four acres and the purchase price will be adjusted according to a formula of \$20,100.00 per one acre. In any event, Buyer shall not be entitled to purchase less than 3.5 acres.

4. The parties acknowledge that the subject real property is land locked and therefore, Seller shall provide Buyer with a 20 foot easement for ingress, egress and utilities along the north boundary line of lot 27. If Buyer exercises his option to purchase, then at closing this easement shall be granted to Buyer by the appropriate deed, easement or other instrument.

5. If Buyers receive final FCC approval to build a radio tower with FM frequency, then Buyers shall have 90 days from the FCC final order to exercise their option to purchase. Buyers agree that they shall not perform any construction upon the subject real property until such time as they exercise option to purchase and close the purchase of the property.

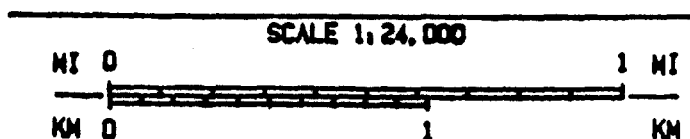
MAC JRC



USABLE AREA CHANNEL 292

YELLOW BORDERED AREA IS USABLE AREA.

MAP IS A USGS 1:24,000 SCALE.



USABLE AREA STUDY
MARK CARTER
CH 292A - 106.3 MHZ - 3 KW
SANTA ROSA BEACH, FLORIDA

DECEMBER 1988

BROMO COMMUNICATIONS, INC.

P.O. BOX M
ST. SIMONS ISLAND, GA 31522
(912) 638-5608

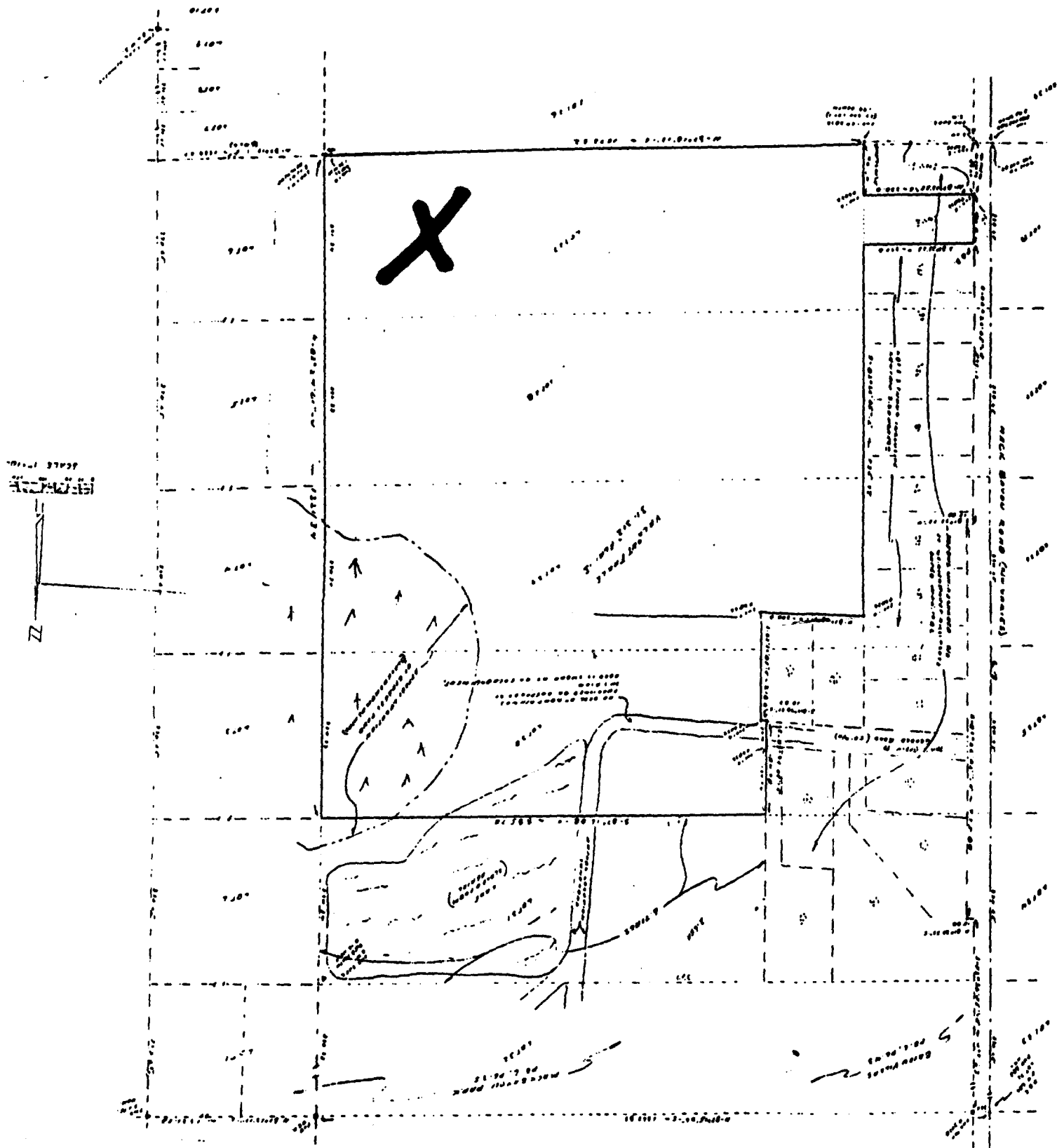


Exhibit 2

AMSouth

December 12, 1991

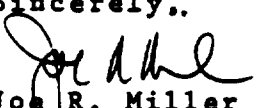
Mr. Mark Carter
Route 2 Box 2810
Santa Rosa Beach, Florida 32459

Dear Mark:

This is to express my appreciation for the opportunity to meet with you and Renee' this morning to discuss possible financing needs for your radio station. Given your previous experience in the business, the Bank would be interested in discussing your banking needs further once a license has been obtained.

In the meantime, if you have any further questions or if I can be of assistance, please let me know.

Sincerely..


Joe R. Miller
Vice President

JRM/lw

AmSouth Bank of Florida
5050 Highway 98
Post Office Box 6099
Destin, Florida 32541-6099
(904) 837-2191

AmSouth

July 23, 1993

Mr. and Mrs. Mark Carter
Rt. 2, Box 2810
Santa Rosa Beach, FL 32459

Dear Mr. and Mrs. Carter;

This letter will confirm that, based on discussions we had on December 12, 1991, AmSouth Bank of Florida was at that time, and continues to be, willing to make available, up to \$250,000.00 for the purpose of constructing and operating a new FM Radio Station at Miramar Beach, Florida. The proposed terms, which were based on our review of your FM application, your proposed \$250,000.00 budget, the bank's experience with you as customers, and your personal financial statements, were as follows:

Borrower:	Mark and Renee Carter, in their individual capacities.
Loan Amount:	Up to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000).
Use of Proceeds:	Construction, operating, and other start up costs listed on your \$250,000 budget associated with the financing of an FM Radio Station in Miramar Beach, Florida.
Interest Rate:	AmSouth Bank of Florida Prime Commercial Rate, as defined in our loan documents, plus 2.5% with a 1.5% fee.
Repayment:	7 to 10 year term loan; interest only to be paid on the outstanding balance monthly for the first six months. Monthly principal payments of \$3,000.00 plus interest will begin six months after the loan is closed.

Mr. and Mrs. Mark Carter
July 23, 1993
Page 2

Security: First lien on equipment and 2nd Mortgage
on real estate located at Mack Bayou Road

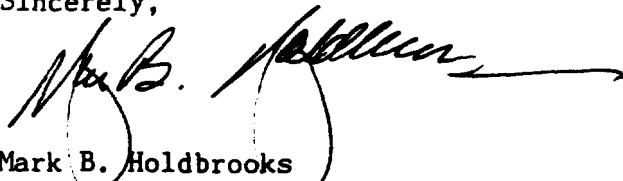
Guarantors: Mark and Renee Carter

As we discussed on December 12, 1991, our approval to advance the above described loan was expressly subject to the following conditions:

1. The filing of a formal loan application with our Bank.
2. Collateral values and appraisals satisfactory to our Bank.
3. Approval by the appropriate lending authorities of our Bank.
4. Financial information satisfactory to the Bank.

This letter is not to be construed as approval or commitment for the above loan; rather it indicates that, as of December 12, 1991, AmSouth Bank of Florida was willing to extend the above loan provided that the preceding conditions are met. In addition, AmSouth Bank of Florida continues to be willing to extends such loan on the same conditions, provided that there have been no material changes to the information you provided us with in December 1991.

Sincerely,



Mark B. Holdbrooks
Assistant Vice President
Sandestin Office

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Rt. 2, Box 2810
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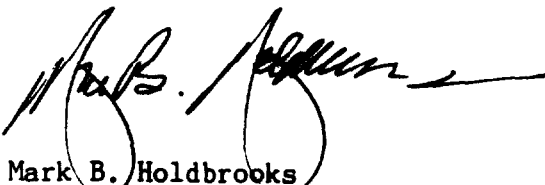
Dear Mark;

On December 12, 1991, Joe Miller and I met with you and your wife, Renee to discuss possible financing needs for your new radio station.

As you may be aware, Joe is no longer with AmSouth Bank of Florida. Therefore, Walter Givhan, our city president, and myself will be coordinating your financing needs.

We are looking forward to assisting you. Please let me know if you have any further questions or if I may be of further assistance, please call my office at (904) 833-8250.

Sincerely,



Mark B. Holdbrooks
Assistant Vice President
Sandestin Office

CERTIFICATE OF SERVICE

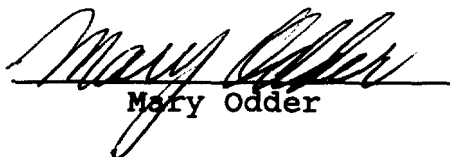
I, Mary Odder, a secretary with the law firm of Kaye, Scholer, Fierman, Hays & Handler, hereby certify that on this 10th day of August, 1993, have caused a copy of the foregoing "Petition To Enlarge Issues" be hand-delivered or to be sent via first-class United States mail, postage prepaid, to the following:

Honorable John M. Frysiak*
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W.
Room 223
Washington, D.C. 20554

Paulette Laden, Esq.*
Hearing Branch, Enforcement Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W.
Room 7212
Washington, D.C. 20554

Chief Counsel, AGC 230
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C. 20591

Frank J. Martin, Jr., Esq.
Southerland, Asbill & Brennan
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2404
Counsel for Mark and Renee Carter


Mary Odder

*/ Via Hand-Delivery